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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**IN RE GOOGLE PLAY STORE  
ANTITRUST LITIGATION**

THIS DOCUMENT RELATES TO:

*In re Google Play Consumer Antitrust  
Litigation*, Case No. 3:20-cv-05761-JD

*In re Google Play Developer Antitrust  
Litigation*, Case No. 3:20-cv-05792-JD

*Utah v. Google LLC*, Case No. 3:21-cv-  
05227-JD

Case No. 3:21-md-02981-JD

**DECLARATION OF CHRISTIAN  
CRAMER IN SUPPORT OF  
DEFENDANTS' RENEWED  
APPLICATION TO SEAL**

Judge James Donato

1 I, Christian Cramer, declare as follows:

2 1. I am currently a Finance Director for Defendant Google, LLC (along with Google-  
3 affiliated entities, "Google"). I have been employed by Google since September 2007 and have  
4 held my current position since March 2017. Over the course of my employment at Google, I have  
5 acquired personal knowledge of Google's practices and procedures concerning the maintenance  
6 of the confidentiality of its strategic, business, and marketing information.

7 2. I submit this declaration in support of Google's Renewed Application to Seal (*In*  
8 *re Google Play Store Antitrust Litigation*, Case No. 3:21-md-02981-JD, ECF Nos. 62, 63, 65; *In*  
9 *re Google Play Consumer Antitrust Litigation*, Case No. 3:20-cv-05761-JD, ECF No. 185; *In re*  
10 *Google Play Developer Antitrust Litigation*, Case No. 3:20-cv-05792-JD, ECF No. 128; *Utah v.*  
11 *Google LLC*, Case No. 3:21-cv-05227-JD, ECF No. 93). The sealed material reveals confidential  
12 information produced by Google pursuant to discovery requests or to civil investigative demands  
13 compelling production of the materials in which the confidential information appears.

14 3. The contents of this declaration are true and correct to the best of my knowledge,  
15 information, and belief, and are based on my personal knowledge of Google's policies and  
16 practices as they relate to the treatment of confidential information, the materials that were  
17 provided to me and reviewed by me, and/or conversations with other knowledgeable employees  
18 of Google. If called upon as a witness in this action, I could and would testify competently  
19 thereto.

20 4. Google follows a strict practice that requires confidential treatment of all internal  
21 non-public financial information; confidential commercial proposals to third parties and  
22 confidential agreements with third parties; internal business analyses of consumer spending and  
23 revenue, market conditions, and opportunities; and internal, future strategic business plans. Third  
24 parties in an array of contexts, entrust confidential information to Google and they have an  
25 expectation that Google has sufficient controls and processes in place to maintain and protect the  
26 confidentiality of that information. In my experience and to the best of my knowledge, Google  
27 does not disclose internal documents or confidential agreements or proposals of this nature  
28 outside of the company.

5. Among other things, the disclosure of these materials could reveal highly sensitive non-public financial information, significantly harm Google's relationships and ability to conduct business with counterparties and prospective counterparties, and/or place Google at a disadvantage with competitors who could use Google's confidential analyses to their advantage in competition with Google. These materials therefore have economic value from not being generally known to Google's competitors, counterparties, or the general public.

6. To the best of my knowledge, the following information in the complaints that are the subject of Google's Renewed Application to Seal is highly sensitive and confidential, and derives from confidential materials Google produced in response to document requests or to civil investigative demands. As described in detail below, Google has both good cause and compelling reasons to seal this confidential information to, among other things, avoid competitive harm to both Google and third parties, avoid potentially misleading investors, and prevent competitors and potential business partners from using the information against Google in future negotiations.

### **Specific Information in Complaints to Be Sealed**

#### **State Attorney Generals' Complaint**

#### **(Exhibit A)**

#### **Confidential Non-Public Financial Information**

7. Exhibit A contains material, non-public, commercially sensitive financial information that may not be (and need not be) consistent with generally accepted accounting principles and/or Google's public financial filings. Therefore, revealing this information publicly can be misleading for investors and other parties, and lead to inappropriate inference with the performance of this and other parts of Google's business. Specifically:

8. **Paragraph 183, page 59, line 18 (between "made up" and "of overall" on line 19), and line 19 (beginning after "totaled some") to the end of the paragraph.** This information contains non-public financial revenue data and information regarding the ratio of revenue between two of Google's lines of business. Google does not publicly break out its revenues by business line as is revealed in this statement, as such disclosures would reveal important and confidential information to competitors and counterparties regarding Google's

business efforts and priorities. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, if a potential counterparty were to have visibility into the strength, or weakness, of the particular business line in which it was involved, it could use that information as leverage in negotiations with Google and with Google's competitors, such as to seek to have Google or a competitor offer better terms. In addition, material, non-public, sensitive financial information may not be (and need not be) consistent with generally accepted accounting principles or Google's public financial filings. Therefore, revealing this revenue and revenue ratio data publicly can be misleading for investors and other parties and lead to inappropriate inferences to the performance of this and other parts of Google's business.

9. **Paragraph 186, page 60, line 14 (between "collected" and "in overall"), line 14 (between "booked" and "in 'Gross Profit'"), line 15 (between "and" and "in 'Operating Income'"), and line 15 (between "over" and "that combines").** This information contains non-public information regarding revenue and profit margins for Google Play. Google does not publicly break out its revenues or profits for Google Play as it is revealed in this statement, as such disclosures would reveal important and confidential information to competitors and counterparties regarding Google Play. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, if a potential counterparty were to have visibility into the strength, or weakness, of Google Play, it could use that information as leverage in negotiations with Google and with Google's competitors. In addition, material, non-public, sensitive financial information may not be (and need not be) consistent with generally accepted accounting principles or Google's public financial filings. Therefore, revealing this revenue and profit data publicly can be misleading for investors and other parties and lead to inappropriate inferences to the performance of this and

1 other parts of Google's business.

2 Confidential Deal Terms and Offers to Third Parties

3 10. Paragraph 111, page 39, line 1 (beginning after "stated that") to the end of the  
 4 sentence on line 2 (ending before "One key"), line 3 (beginning after "was") to the end of the  
 5 sentence on line 3 (ending before "In response"), and line 4 (beginning after "among other  
 6 things, to" to the end of the sentence on line 5, excluding "(emphasis in original)." This  
 7 information contains non-public information regarding confidential business strategies with  
 8 respect to potential contractual counterparties and, in particular, specific proposed terms of a  
 9 contract with business counterparties. This information has never been disclosed publicly, and  
 10 disclosure would severely and adversely impact Google's ability to negotiate agreements in the  
 11 future. If revealed to competitors and potential business counterparties, they could use this non-  
 12 public and confidential information to disadvantage Google in marketing and in negotiations. For  
 13 example, if disclosed, a competitor of the counterparty would become aware of its competitor's  
 14 offer, and it would likely use this as leverage in business negotiations, to the detriment of both  
 15 Google and its business counterparty. Further, if disclosed, a competitor of Google would know  
 16 the terms that it would need to meet or beat in negotiations with Google's  
 17 counterparties. Moreover, counterparties have a reasonable expectation that Google will maintain  
 18 the confidentiality of contractual terms.

19 11. Paragraph 129, page 43, line 20 (after "approximately") to the end of the  
 20 sentence on line 21. This information contains non-public information regarding confidential  
 21 business strategies with respect to potential contractual counterparties and, in particular, a  
 22 framework for a specific term in contracts with business counterparties. This information has  
 23 never been disclosed publicly, and disclosure would severely and adversely impact Google's  
 24 ability to negotiate agreements in the future. If revealed to competitors and potential business  
 25 counterparties, they could use this non-public and confidential information to disadvantage  
 26 Google in marketing and in negotiations. For example, if disclosed, a competitor of Google  
 27 would know the terms that it would need to meet or beat in negotiations with Google's  
 28 counterparties. Further, business counterparties could use knowledge of this specific framework

1 for terms to negotiate different terms to Google's detriment.

2 12. Paragraph 132, page 44, line 22 (between "primarily" and "as a  
3 solution"). This information contains non-public information revealing the counterparty to  
4 confidential contractual arrangements with Google. If revealed to competitors and potential  
5 business counterparties, they could use this non-public and confidential information to  
6 disadvantage Google in marketing and in negotiations. For example, if disclosed, a competitor of  
7 the counterparty would become aware of information regarding the counterparty, and it could use  
8 this as leverage in business negotiations with Google, the counterparty, or both, to the detriment  
9 of both Google and its business counterparty. The information also potentially implicates a third  
10 party's confidentiality interests. Moreover, counterparties have a reasonable expectation that  
11 Google will maintain the confidentiality of contractual terms.

12 13. Paragraph 136, page 46, line 16 (beginning after "would") to line 17 (ending  
13 before "At"), line 24 (beginning after "using a") to line 25 (ending before "(Google  
14 offered"), and line 25 (beginning after "Samsung would") to the end of the paragraph on  
15 line 26. This information contains non-public information regarding a confidential business  
16 strategy and terms offered during negotiations with Samsung. This information has never been  
17 disclosed publicly, and disclosure would severely and adversely impact Google's ability to  
18 negotiate agreements in the future. If revealed to competitors and potential business  
19 counterparties, they could use these non-public and confidential terms offered to Samsung to  
20 disadvantage Google in marketing and in negotiations. For example, if disclosed, Samsung's  
21 competitors would become aware of the terms of its competitor's offer, and it could use this as  
22 leverage in business negotiations, to the detriment of both Google and/or Samsung. Further, if  
23 disclosed, a competitor of Google would know the terms that it would need to meet or beat in  
24 negotiations with Samsung. The information also implicates Samsung's confidentiality  
25 interests. Moreover, counterparties have a reasonable expectation that Google will maintain the  
26 confidentiality of contractual terms and confidential negotiations.

27 14. Paragraph 136, page 46, line 12 (between "up to" and "in return"). This  
28 information contains non-public information regarding a confidential business strategy and terms

1 offered during negotiations with Samsung. This information has never been disclosed publicly,  
 2 and disclosure would severely and adversely impact Google's ability to negotiate agreements in  
 3 the future. If revealed to competitors and potential business counterparties, they could use these  
 4 non-public and confidential terms to disadvantage Google in marketing and in negotiations. For  
 5 example, if disclosed, a Samsung's competitors would become aware of the offer to Samsung,  
 6 and it could use this as leverage in business negotiations, to the detriment of both Google and/or  
 7 Samsung. Further, if disclosed, a competitor of Google would know the terms that it would need  
 8 to meet or beat in negotiations with Google's counterparties. The information also implicates  
 9 Samsung's confidentiality interests. Moreover, counterparties have a reasonable expectation that  
 10 Google will maintain the confidentiality of contractual terms and negotiations.

11 15. **Paragraph 137, page 47, line 15 (between "proposed the" and "were too**  
 12 **low").** This information contains non-public information regarding financial terms offered during  
 13 negotiations with Samsung. This information has never been disclosed publicly, and disclosure  
 14 would severely and adversely impact Google's ability to negotiate agreements in the future. If  
 15 revealed to competitors and potential business counterparties, they could use this non-public and  
 16 confidential information to disadvantage Google in negotiations. For example, if disclosed,  
 17 Samsung's competitors would become aware of information regarding the counterparty, and it  
 18 could use this as leverage in business negotiations with Google to the detriment of Google and/or  
 19 Samsung. Further, the information implicates Samsung's confidentiality interests. Moreover,  
 20 counterparties have a reasonable expectation that Google will maintain the confidentiality of  
 21 contractual terms.

22 16. **Paragraph 139, page 48, line 7 (beginning after "According to Google, the")**  
 23 **to line 9 at the end of the sentence.** This information contains non-public information regarding  
 24 terms offered during negotiations with Samsung. This information has never been disclosed  
 25 publicly, and disclosure would severely and adversely impact Google's ability to negotiate  
 26 agreements in the future. If revealed to competitors and potential business counterparties, they  
 27 could use this non-public and confidential information to disadvantage Google in  
 28 negotiations. For example, if disclosed, Samsung's competitors would become aware of



information regarding Samsung, and it could use this as leverage in business negotiations with Google to the detriment of Google and/or Samsung. Further, the information implicates Samsung's confidentiality interests. Moreover, counterparties have a reasonable expectation that Google will maintain the confidentiality of contractual terms.

17. **Paragraph 140, page 48, line 10 (beginning at the start of the paragraph and ending before "was the offer"), line 11 (starting after "revenues for") to line 12 at the end of the sentence (ending before "That proposal").** This information contains non-public information regarding a confidential business strategy and terms offered during negotiations with Samsung. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use these non-public and confidential terms to disadvantage Google in marketing and in negotiations. For example, if disclosed, a Samsung's competitors would become aware of the offer to Samsung, and it could use this as leverage in business negotiations, to the detriment of both Google and/or Samsung. Further, if disclosed, a competitor of Google would know the terms that it would need to meet or beat in negotiations with Google's counterparties. The information also implicates Samsung's confidentiality interests. Moreover, counterparties have a reasonable expectation that Google will maintain the confidentiality of contractual terms.

18. **Paragraph 141, page 48, line 15 (beginning at the start of the paragraph and ending at "also included"), line 15 (beginning after "to provide a" and ending at "to Samsung"), line 16 (beginning after "use to") to line 17 (ending at "would include"), line 17 (beginning after "the following") to the end of the sentence on line 19 (ending before "Any app").** This information contains non-public information regarding a confidential business strategy and terms offered during negotiations with Samsung. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, if disclosed, Samsung's competitors



1 would become aware of the offer to Samsung, and it could use this as leverage in business  
2 negotiations, to the detriment of both Google and/or Samsung. Further, if disclosed, a competitor  
3 of Google would know the terms that it would need to meet or beat in negotiations with Google's  
4 counterparties. The information also implicates Samsung's confidentiality interests. Moreover,  
5 counterparties have a reasonable expectation that Google will maintain the confidentiality of  
6 contractual terms.

7 19. **Paragraph 148, page 51, figure 5 (names of contractual counterparties).** This  
8 information contains non-public information revealing the counterparties to confidential  
9 contractual negotiations with Google. This information has never been disclosed publicly, and  
10 disclosure would severely and adversely impact Google's ability to negotiate agreements in the  
11 future. If revealed to competitors and potential business counterparties, they could use this non-  
12 public and confidential information to disadvantage Google in marketing and in negotiations. For  
13 example, if disclosed, a competitor of the counterparties would become aware of information  
14 regarding those counterparties, and it could use this as leverage in business negotiations with  
15 Google to the detriment of both Google and its business counterparties. The information also  
16 potentially implicates third parties' confidentiality interests. Moreover, counterparties have a  
17 reasonable expectation that Google will maintain the confidentiality of contractual terms.

18 20. **Paragraph 149, page 51, line 20 (between "developer" and "from**  
19 **following").** This information contains non-public information regarding an agreement between  
20 Google and a third party. This information has never been disclosed publicly, and disclosure  
21 would severely and adversely impact Google's ability to negotiate agreements in the future. If  
22 revealed to competitors or potential business counterparties of that third party, they could take  
23 advantage of this knowledge in negotiations to the detriment of both Google and the third  
24 party. For example, they could use this non-public and confidential information to disadvantage  
25 Google by using the information to disadvantage the third-party by negotiating the same or more  
26 favorable terms with Google. Further, the information implicates the third party's confidentiality  
27 interests. Moreover, counterparties have a reasonable expectation that Google will maintain the  
28 confidentiality of contractual terms.

Confidential Internal Analyses That Could Cause Google Economic Harm

21. **Paragraph 192, page 61, line 14 (between “suggested that a” and “commission”).** This information contains non-public information regarding confidential business strategies with respect to pricing. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google’s ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in contract negotiations. For example, a potential counterparty could point to the information to demand different contractual terms based on the non-public internal pricing discussions.

**Developers’ First Amended Consolidated Class Action Complaint****(Exhibit B)**Confidential Non-Public Financial Information

22. Exhibit B contains material, non-public, sensitive financial information that may not be (and need not be) consistent with generally accepted accounting principles and/or Google’s public financial filings. Therefore, revealing this information publicly can be misleading for investors and other parties and lead to inappropriate inferences to the performance of this and other parts of Google’s business. Specifically:

23. **Paragraph 86, page 29, line 4 (between “Samsung made” and “in revenue”), line 5 (between “Google had made” and “in sales”), and line 6 (between “Store had a” and “share of”).** This information contains non-public information regarding Play revenue data as well as Google’s estimate of revenue for the Samsung Galaxy Store. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google’s ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information regarding Play’s revenue to disadvantage Google in marketing and in negotiations. For example, a potential counterparty armed with this non-public information could use it to obtain leverage against Google in negotiations by pointing to Play revenue data. In addition, material, non-public, sensitive financial information may not be (and need not be) consistent with generally accepted

accounting principles or Google's public financial filings. Therefore, revealing this Play revenue data publicly can be misleading for investors and other parties and lead to inappropriate inferences to the performance of this and other parts of Google's business. This also potentially implicates a third party's confidential information to the extent someone viewing Google's estimate regarding Samsung's Galaxy Store could use that information in business dealings with Samsung.

24. **Paragraph 170, page 60, line 15 (from beginning of line to before "and today") and line 16 (between "at just" and "On another occasion").** This information contains non-public information regarding Play costs. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, a potential counterparty armed with this non-public information could use it to obtain leverage against Google in negotiations by pointing to this Play cost information. In addition, material, non-public, sensitive financial information may not be (and need not be) consistent with generally accepted accounting principles or Google's public financial filings. Therefore, revealing this Play cost data publicly can be misleading for investors and other parties and lead to inappropriate inferences to the performance of this and other parts of Google's business.

25. **Paragraph 176, page 61, line 23 (between "scale at" and "people in"), line 24 (between "larger at" and "Revenue per head"), and line 25 (between "gone from" and "--but the way").** This information contains non-public information regarding revenues and headcount for Google Play. Google does not publicly break out its revenues or headcount by business line as it is revealed in this statement, as such disclosures would reveal important and confidential information to competitors and counterparties regarding Google's business efforts and priorities. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential

information to disadvantage Google in marketing and in negotiations. For example, if a potential counterparty were to have visibility into the strength, or weakness, of Google Play, it could use that information as leverage in negotiations with Google and with Google's competitors. In addition, material, non-public, sensitive financial information may not be (and need not be) consistent with generally accepted accounting principles or Google's public financial filings. Therefore, revealing this revenue and headcount data publicly can be misleading for investors and other parties and lead to inappropriate inferences to the performance of this and other parts of Google's business.

26. **Paragraph 180, page 62, footnote 122, line 26, beginning after "figures are" and ending before "as noted," and line 26.5 after "processing costs at" to the end of the sentence.** This information contains non-public information regarding Play costs. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, a potential counterparty armed with this non-public information could use it to obtain leverage against Google in negotiations by pointing to the Play cost information. In addition, material, non-public, sensitive financial information may not be (and need not be) consistent with generally accepted accounting principles or Google's public financial filings. Therefore, revealing this Play cost data publicly can be misleading for investors and other parties and lead to inappropriate inferences to the performance of this and other parts of Google's business.

27. **Paragraph 197, page 67, line 24 (beginning after "noted above") to the end of the sentence on line 26 (ending before "These companies").** This information contains non-public information regarding Play costs. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, a potential counterparty armed with this non-public information could use it to obtain

leverage against Google in negotiations by pointing to the Play cost information. In addition, material, non-public, sensitive financial information may not be (and need not be) consistent with generally accepted accounting principles or Google's public financial filings. Therefore, revealing this Play cost data publicly can be misleading for investors and other parties and lead to inappropriate inferences to the performance of this and other parts of Google's business.

Confidential Deal Terms and Offers to Third Parties

28. **Page 26, footnote 63, line 23 (between "between" and "and"), line 23.5 (after "Google") to line 24 (before "Google"), line 24 (after "will pay") to line 24.5 (before "to"), line 25.5 (between "from the" and "that).** This information contains non-public information regarding a confidential agreement with a counterparty. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google and/or the counterparty in negotiations. For example, if disclosed, a competitor of the counterparty would become aware of information regarding the counterparty's agreement, and it could use this as leverage in business negotiations with Google to the detriment of both Google and/or its business counterparty. The information also potentially implicates a third party's confidentiality interests. Moreover, counterparties have a reasonable expectation that Google will maintain the confidentiality of contractual terms.

29. **Paragraph 77, page 26, line 11 (beginning after "approximately" and ending before "The numbers").** This information contains non-public information regarding confidential business strategies and the framework and cost of terms in confidential agreements with counterparties. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, if disclosed, Google's competitors and potential counterparties would become aware of information regarding Google's framework for negotiating confidential deals, and it could use

1 this as leverage in business negotiations with Google to the detriment of both Google and/or its  
2 other business counterparty.

3 30. **Paragraph 93, page 31, line 16 (between “Samsung” and “including”).** This  
4 information contains non-public financial information regarding confidential agreements with  
5 Samsung. This information has never been disclosed publicly, and disclosure would severely and  
6 adversely impact Google’s ability to negotiate agreements in the future. If revealed to  
7 competitors and potential business counterparties, they could use this non-public and confidential  
8 information to disadvantage Google in negotiations. For example, if disclosed, a Samsung’s  
9 competitors would become aware of information regarding Samsung, and it could use this as  
10 leverage in business negotiations with Google to demand similar or more favorable terms, to the  
11 detriment of both Google and/or Samsung. The information also potentially implicates  
12 Samsung’s confidentiality interests. Moreover, counterparties have a reasonable expectation that  
13 Google will maintain the confidentiality of contractual terms.

14 Confidential Internal Analyses That Could Cause Google Economic Harm

15 31. **Paragraph 174, page 61, line 14 (between “set at” and “But for”).** This  
16 information contains non-public information regarding pricing. This information has never been  
17 disclosed publicly, and disclosure would severely and adversely impact Google’s ability to  
18 negotiate agreements in the future. If revealed to competitors and potential business  
19 counterparties, they could use this non-public and confidential information to disadvantage  
20 Google in marketing and in negotiations. For example, a potential counterparty armed with this  
21 non-public information could use it to obtain leverage against Google for more favorable pricing  
22 in negotiations by pointing to the internal pricing information.

23 **Consumers’ First Amended Consolidated Class Action Complaint**

24 **(Exhibit C)**

25 Confidential Non-Public Financial Information

26 32. Exhibit C contains material, non-public, commercially sensitive financial  
27 information that may not be (and need not be) consistent with generally accepted accounting  
28 principles and/or Google’s public financial filings. Therefore, revealing this information publicly

1 can be misleading for investors and other parties and lead to inappropriate inferences to the  
 2 performance of this and other parts of Google's business. Specifically:

3       **33. Paragraph 82, page 19, line 4 (between "revenues of" and "accounting") and**  
 4 **line 4 (between "for over" and "percent").** This information contains non-public information  
 5 regarding revenue for Google Play. Google does not publicly break out its revenues by business  
 6 line as it is revealed in this statement, as such disclosures would reveal important and confidential  
 7 information to competitors and counterparties regarding Google's business efforts and  
 8 priorities. This information has never been disclosed publicly, and disclosure would severely and  
 9 adversely impact Google's ability to negotiate agreements in the future. If revealed to  
 10 competitors and potential business counterparties, they could use this non-public and confidential  
 11 information to disadvantage Google in marketing and in negotiations. For example, if a potential  
 12 counterparty were to have visibility into the strength, or weakness, of Google Play, it could use  
 13 that information as leverage in negotiations with Google and with Google's competitors,  
 14 damaging Google's competitive standing. In addition, material, non-public, sensitive financial  
 15 information may not be (and need not be) consistent with generally accepted accounting  
 16 principles or Google's public financial filings. Therefore, revealing this revenue information  
 17 publicly can be misleading for investors and other parties and lead to inappropriate inferences to  
 18 the performance of this and other parts of Google's business.

19       **34. Paragraph 88, page 20, line 25 (between "made around" and "in revenue")**  
 20 **and line 26 (between "made around" and "in sales").** This information contains non-public  
 21 information regarding Play revenue data as well as Google's estimate of a competitor's  
 22 revenue. This information has never been disclosed publicly, and disclosure would severely and  
 23 adversely impact Google's ability to negotiate agreements in the future. If revealed to  
 24 competitors and potential business counterparties, they could use this non-public and confidential  
 25 information to disadvantage Google in marketing and in negotiations. For example, a potential  
 26 counterparty armed with this non-public information could use it to obtain leverage against  
 27 Google in negotiations by pointing to the revenue information. In addition, material, non-public,  
 28 sensitive financial information may not be (and need not be) consistent with generally accepted



1 accounting principles or Google's public financial filings. Therefore, revealing this revenue data  
2 publicly can be misleading for investors and other parties and lead to inappropriate inferences to  
3 the performance of this and other parts of Google's business. This also potentially implicates a  
4 third party's confidential information to the extent someone viewing Google's estimate could use  
5 that information in business dealings with the third party.

6       **35. Paragraph 138, page 31, line 19 (between "more than" and "per year").** This  
7 information contains non-public information regarding costs for individual Google business  
8 lines. Google does not publicly break out its costs by business line as is revealed in this  
9 statement, as such disclosures would reveal important and confidential information to competitors  
10 and counterparties regarding Google's business efforts and priorities. This information has never  
11 been disclosed publicly, and disclosure would severely and adversely impact Google's ability to  
12 negotiate agreements in the future. If revealed to competitors and potential business  
13 counterparties, they could use this non-public and confidential budget projections to disadvantage  
14 Google in marketing and in negotiations. For example, if a potential counterparty were to have  
15 visibility into the strength, or weakness, of the particular business line in which it was involved, it  
16 could use that information as leverage in negotiations with Google and with Google's  
17 competitors. In addition, material, non-public, sensitive financial information may not be (and  
18 need not be) consistent with generally accepted accounting principles or Google's public financial  
19 filings. Therefore, revealing this cost information publicly can be misleading for investors and  
20 other parties and lead to inappropriate inferences to the performance of this and other parts of  
21 Google's business.

22       **36. Paragraph 193, page 44, line 7 (between "than the" and "revenue share").**  
23 This information contains non-public information regarding costs, profit margins, and break-even  
24 level for Google Play. This information has never been disclosed publicly, and disclosure would  
25 severely and adversely impact Google's ability to negotiate agreements in the future. Google  
26 does not publicly break out its costs or profits by business line as it is revealed in this statement,  
27 as such disclosures would reveal important and confidential information to competitors and  
28 counterparties regarding Google's business efforts and priorities. If revealed to competitors and

potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, if a potential counterparty were to have visibility into the strength, or weakness, of Google Play, particularly an alleged break-even level,, it could use that information as leverage in negotiations with Google and with Google's competitors. In addition, material, non-public, sensitive financial information may not be (and need not be) consistent with generally accepted accounting principles or Google's public financial filings. Therefore, revealing this information publicly may lead to inappropriate inferences to the performance of this and other parts of Google's business.

Confidential Deal Terms and Offers to Third Parties

37. **Paragraph 87, page 20, line 20 (between "among other things" and "as well"), and line 20 (beginning after "as well as") to the end of the paragraph on line 22.** This information contains non-public information regarding confidential business strategies and negotiations with Samsung and, in particular, specific proposed financial terms of a proposal to Samsung. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the future. If revealed to competitors and potential business counterparties, they could use this non-public and confidential information to disadvantage Google in marketing and in negotiations. For example, if disclosed, Samsung's competitors would become aware of the offer to Samsung, and it could use this as leverage in business negotiations, to the detriment of both Google and its business counterparty. Further, if disclosed, a competitor of Google would know the terms of Google's offer that it would need to meet or beat in negotiations with Google's counterparties. The information also potentially implicates Samsung's confidentiality interests. Moreover, counterparties have a reasonable expectation that Google will maintain the confidentiality of contractual terms.

38. **Paragraph 109, page 25, line 13 (beginning after "services") to the end of line 16.** This information contains non-public information regarding the terms of confidential agreements with counterparties. This information has never been disclosed publicly, and disclosure would severely and adversely impact Google's ability to negotiate agreements in the

1 future. If revealed to competitors, they could use this non-public and confidential information to  
 2 disadvantage Google in marketing and in negotiations. For example, a competitor of Google  
 3 could use knowledge of the disclosed terms contemplated by Google as leverage to seek to obtain  
 4 more favorable terms in negotiations with Google's actual or potential counterparties, to the  
 5 competitive detriment of Google. Moreover, counterparties have a reasonable expectation that  
 6 Google will maintain the confidentiality of contractual terms.

7       **39. Paragraph 129, page 29, line 23 (between "Agreement with" and the end of**  
 8 **the paragraph).** This information contains non-public information regarding the terms of a  
 9 confidential agreement with a counterparty. This information has never been disclosed publicly,  
 10 and disclosure would severely and adversely impact Google's ability to negotiate agreements in  
 11 the future. If revealed to competitors and potential business counterparties, they could use this  
 12 non-public and confidential information to disadvantage Google in marketing and in  
 13 negotiations. For example, a competitor of the counterparty, or a potential counterparty of  
 14 Google, could use knowledge of the disclosed terms as leverage to seek to obtain similar or more  
 15 favorable terms in negotiations with Google, to the competitive detriment of both Google and its  
 16 business counterparty. Moreover, counterparties have a reasonable expectation that Google will  
 17 maintain the confidentiality of contractual terms.

18       **40. Paragraph 134, page 30, line 22 (between "up to" and "of "Play") and line 22**  
 19 **(between "up to" and "by 2023").** This information contains confidential negotiations with  
 20 counterparties. This information has never been disclosed publicly, and disclosure would  
 21 severely and adversely impact Google's ability to negotiate agreements in the future. If revealed  
 22 to competitors and potential business counterparties, they could use this non-public and  
 23 confidential information to disadvantage Google in marketing and in negotiations. For example,  
 24 if the terms Google was willing to consider offering were publicly disclosed, potential  
 25 counterparties could use that information as leverage in seeking favorable terms from Google, for  
 26 instance, to demand similar or more favorable terms for itself. Similarly, a competitor of Google  
 27 would know the terms it needs to beat in discussions with those same counterparties. Moreover,  
 28 counterparties have a reasonable expectation that Google will maintain the confidentiality of

1 contractual terms.

2 41. **Paragraph 187, page 42, line 24 (beginning at “In particular”) to the end of**  
 3 **the sentence.** This information contains non-public information regarding terms offered during  
 4 negotiations with a potential contractual counterparty. This information has never been disclosed  
 5 publicly, and disclosure would severely and adversely impact Google’s ability to negotiate  
 6 agreements in the future. If revealed to competitors and potential business counterparties, they  
 7 could use this non-public and confidential information to disadvantage Google in marketing and  
 8 in negotiations. For example, a competitor of the counterparty, or a potential counterparty of  
 9 Google, could use knowledge of the disclosed terms as leverage to seek to obtain the same or  
 10 more favorable terms in negotiations with Google, to the competitive detriment of both Google  
 11 and its business counterparty. Further, the information implicates a third-party's confidentiality  
 12 interests. Moreover, counterparties have a reasonable expectation that Google will maintain the  
 13 confidentiality of contractual terms.

14 Confidential Internal Analyses That Could Cause Google Economic Harm

15 42. **Paragraph 85, page 20, line 5 (between “represented a potential” and “annual**  
 16 **revenue”) and line 6 (between “[l]oss [of]” and “of revenue”).** This information contains non-  
 17 public financial projections. This information has never been disclosed publicly, and disclosure  
 18 would severely and adversely impact Google’s ability to negotiate agreements in the future. If  
 19 revealed to competitors and potential business counterparties, they could use this non-public and  
 20 confidential information to disadvantage Google in marketing and in negotiations. For example,  
 21 if a potential counterparty were to have visibility into the projected consequences of the events at  
 22 issue, it could use that information as leverage in negotiations with Google and with Google’s  
 23 competitors to, for instance, insist on more favorable terms.

24 43. To my knowledge, the confidential information discussed above is not publicly  
 25 known, and Google recognizes and protects the enormous value of this information through its  
 26 various policies and procedures designed to protect confidential information from disclosure.

1 I declare under penalty of perjury that the foregoing is true and correct. Executed on the  
2 20th day of August, 2021, in Mountain View, California.

3  
4 DocuSigned by:  
*Christian Cramer*  
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Christian Cramer